

EXHIBITS 132-144

Filed Under Seal

EXHIBIT 145

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
REED CONSTRUCTION DATA INC.,

Plaintiff,

v.

THE MCGRAW-HILL COMPANIES, INC.;
JOHN DOES One through Five; and
JOHN DOE ENTITIES One through Five,

Defendants.
-----X

Case No. 09-cv-8578 (JPO)

**PLAINTIFF REED CONSTRUCTION
DATA INC.'S FIRST SUPPLEMENTAL
RESPONSES AND OBJECTIONS TO
DEFENDANT THE MCGRAW-HILL
COMPANIES, INC.'S FIRST SET OF
INTERROGATORIES**

Plaintiff Reed Construction Data Inc. ("RCD") hereby supplements its objections and responses to Defendant The McGraw-Hill Companies, Inc.'s ("McGraw-Hill's") First Set of Interrogatories ("McGraw-Hill's First Interrogatories"). RCD incorporates by reference herein its preliminary statement and General Objections in initial response to McGraw-Hill's First Interrogatories.

SUPPLEMENTAL RESPONSES TO INTERROGATORY NOS. 14-23

INTERROGATORY NO. 14

State the total amount of damages you claim to have suffered as "a proximate result of Defendants' misrepresentations through Lorenz, Lewin, and certain of the John Doe Defendants," as alleged in Paragraph 155 of the Amended Complaint, and the basis for that computation.

RESPONSE TO INTERROGATORY NO. 14:

Subject to and without waiving its General Objections, RCD states that the Expert Damage Report of Frederick R. Warren-Boulton, Ph.D., articulates RCD's price-effect damages. RCD states that, in addition to the damages articulated in the Expert Damage Report of Dr. Warren-Boulton, RCD was damaged by MHC's fraud in an amount no less than \$1,651,680.95.

This figure does not include any pre- or post-judgment interest, exemplary damages, multipliers, attorney's fees, costs, or other amounts to which RCD may be entitled.

This figure was computed based on the number of McGraw-Hill or MHC representatives, employees, agents, or contractors that directly or indirectly fraudulently accessed RCD's proprietary data as maintained in the Reed Connect database each year during the years 2002 to 2009, inclusive, and the annual cost of access to the Reed Connect database, including individual license costs. Individuals from third party organizations were presumed to require a separate data contract. Based on RCD's review of the evidence produced by MHC, RCD believes MHC had access to Reed's Connect database or its predecessor systems from 2002 to 2009 through wrongful access of a third party's subscription. Thus, for 2002 to 2009 inclusive, RCD was damaged in an amount equal to the cost of an annual subscription plus seat licenses for all those who wrongfully received Connect data each year. RCD has determined that no fewer than the following number of MHC employees, agents, or contractors directly or indirectly fraudulently accessed RCD's propriety data each year: 2002: 64; 2003: 152; 2004: 190; 2005: 154; 2006: 175; 2007: 284; 2008: 172; 2009: 96. Accordingly, RCD was damaged by MHC's fraud for the cost of annual subscriptions in an amount no less than \$494,390.45 plus an amount no less than \$772,200.00 in seat licenses for those subscriptions.

Moreover, RCD has reason to believe that MHC made RCD's confidential and proprietary data, which MHC obtained through its fraud, available to all of its employees via the company intranet system. For each year in which MHC made RCD's wrongfully acquired data available to all its employees, RCD was harmed by the lost licensing fees for the total number of MHC employees who had access to the intranet system.

The evidence also shows that MHC shared its wrongful access with another third party, GfK / Roper, between 2002 and 2008. Thus, for 2002 to 2008, inclusive, RCD was further damaged in an amount equal to the cost of an annual subscription plus at least one seat license. Accordingly, RCD was damaged by MHC's fraud for the cost of annual subscriptions in an amount no less than \$438,327.79 plus an amount no less than \$4,200.00 in seat licenses for those subscriptions.

MHC's fraud also resulted in lost profits to RCD from the quantity effect of MHC's conduct. The amount and calculation of RCD's lost profits from quantity effect are detailed in response to Interrogatory Nos. 17 and 18, below. That calculation is expressly incorporated by reference herein.

RCD continues to review the extensive discovery produced in the litigation and reserves the right to supplement further these responses should it identify evidence of additional fraudulent conduct by MHC or additional damage to RCD caused by MHC's fraudulent conduct.

RCD does not, by this response, waive any additional recovery to which it may be entitled, including but not limited to any multipliers that may apply to the articulated damages (e.g., treble damages), disgorgement, nominal damages, punitive damages, exemplary damages, pre-judgment and post-judgment interest, costs and expenses, or attorney's fees. The figures articulated here relate only to relief RCD seeks from McGraw-Hill, and may not encompass the liability of any John Doe Defendants.

INTERROGATORY NO. 15

State the total amount of damages you claim to have suffered as “a proximate result of Dodge’s misappropriation of [your] trade secret or confidential information,” as alleged in Paragraphs 175 and 190 of the Amended Complaint, and the basis for that computation.

RESPONSE TO INTERROGATORY NO. 15:

Subject to and without waiving its General Objections, RCD states that the Expert Damage Report of Frederick R. Warren-Boulton, Ph.D., articulates RCD’s price-effect damages. RCD states that, in addition to the damages articulated in the Expert Damage Report of Dr. Warren-Boulton, RCD was damaged by MHC’s misappropriation of RCD’s trade secrets and misappropriation of RCD’s confidential information by the quantity effect of MHC’s misappropriation, resulting in lost profits to RCD. The amount and calculation of RCD’s lost profits from quantity effect are detailed in response to Interrogatory Nos. 17 and 18, below. That calculation is expressly incorporated by reference herein. MHC was further damaged in an amount equal to the number of individuals who gained access to RCD’s proprietary data, either directly or indirectly, based on lost contract revenue and licensing fees. The amount and calculation of RCD’s lost revenue are detailed in response to Interrogatory No. 14, above. That calculation is expressly incorporated by reference herein.

RCD continues to review the extensive discovery produced in the litigation and reserves the right to supplement further these responses should it identify evidence of additional misappropriation by MHC or additional damage to RCD caused by MHC’s misappropriation.

RCD does not, by this response, waive any additional recovery to which it may be entitled, including but not limited to any multipliers that may apply to the articulated damages (e.g., treble damages), disgorgement, nominal damages, punitive damages, exemplary damages, pre-judgment and post-judgment interest, costs and expenses, or attorney’s fees. The figures

articulated here relate only to relief RCD seeks from McGraw-Hill, and may not encompass the liability of any John Doe Defendants.

INTERROGATORY NO. 16

State the total amount of damages you claim to have suffered as “a proximate result of Dodge’s unfair competition,” as alleged in Paragraph 205 of the Amended Complaint, and the basis for that computation.

RESPONSE TO INTERROGATORY NO. 16:

Subject to and without waiving its General Objections, RCD states that the Expert Damage Report of Frederick R. Warren-Boulton, Ph.D., articulates RCD’s price-effect damages. RCD states that, in addition to the damages articulated in the Expert Damage Report of Dr. Warren-Boulton, RCD was damaged by MHC’s unfair competition by the quantity effect of MHC’s misappropriation, resulting in lost profits to RCD. The amount and calculation of RCD’s lost profits from quantity effect are detailed in response to Interrogatory Nos. 17 and 18, below. That calculation is expressly incorporated by reference herein.

RCD continues to review the extensive discovery produced in the litigation and reserves the right to supplement further these responses should it identify evidence of additional unfair competition by MHC or additional damage to RCD caused by MHC’s unfair competition.

RCD does not, by this response, waive any additional recovery to which it may be entitled, including but not limited to any multipliers that may apply to the articulated damages (e.g., treble damages), disgorgement, nominal damages, punitive damages, exemplary damages, pre-judgment and post-judgment interest, costs and expenses, or attorney’s fees. The figures articulated here relate only to relief RCD seeks from McGraw-Hill, and may not encompass the liability of any John Doe Defendants.

INTERROGATORY NO. 17

State the total amount of profits lost per customer for each of the customers identified in Paragraph 211 of the Amended Complaint. For each customer, state the basis for your computation, including any rebates or discounts offered to the customer, the dates on which each customer subscribed to a Reed service, the fees that each customer paid to Reed, the basis for your belief that the customer would have renewed its Reed subscription but for McGraw-Hill's alleged misconduct, the anticipated length of such renewal, and the basis for the estimated renewal term. For each customer, also identify the contact person for the customer, the Reed sales representative responsible for the customer, and any individuals with the knowledge of the customer's account.

RESPONSE TO INTERROGATORY NO. 17:

Subject to and without waiving its General Objections, RCD states that the Expert Damage Report of Frederick R. Warren-Boulton, Ph.D., articulates RCD's price-effect damages. RCD states that, in addition to the damages articulated in the Expert Damage Report of Dr. Warren-Boulton, RCD has been damaged by MHC's tortious interference with RCD's prospective economic advantage in the form of lost profits from the quantity effect of MHC's misconduct.

RCD states that the answers to all of McGraw-Hill's requests as to the list of customers found in Paragraph 211 of the Amended Complaint (Paragraph 225 of the Third Amended Complaint [dkt. no. 114]) require examining, compiling, and summarizing business records produced by both RCD and McGraw-Hill in the course of the litigation. The burden of deriving or ascertaining these answers will be substantially the same for either party. Therefore, pursuant to Rule 33(d) of the Federal Rules of Civil Procedure, RCD directs McGraw-Hill to McGraw-Hill and RCD's respective productions of documents during the course of this litigation, which contain relevant information, including emails; Roper Reports; proposals presented to customers and prospects; PowerPoints presented to customers and prospects; Executive Briefs, regional, state, and local comparisons; ad hoc comparisons; "exclusives" comparisons; customer contracts; and financial and customer data produced from both McGraw-Hill and RCD's CRM systems.

The table attached hereto as Exhibit A provides the requested detail as to the period of RCD subscription and annual contract value relating to each customer identified in Paragraph 211 of the Amended Complaint (Paragraph 225 of the Third Amended Complaint [dkt. no. 114]). It also identifies for these specific customers identified in the Complaint the forms of misconduct used by MHC according to evidence which has been produced in the litigation and identified to date.

Based on further evaluation of the evidence produced by MHC in this litigation, RCD has refined its list of specific customers and prospects with whom MHC interfered, damaging RCD's prospective business relationships with those customers and prospects. Although not specifically requested by McGraw-Hill, a list of those customers and prospects, including the year of MHC's misconduct (if available), is attached hereto as Exhibit B.

Inclusion of this list is not intended to limit RCD's damages relating to MHC's misconduct. MHC engaged in a pattern and practice of broadly disseminating misappropriated data in the form of misleading comparisons. Because of this broad dissemination, it would be impossible for RCD to identify every instance in which it was harmed. In addition to the customers and prospects identified in Exhibit B as specified in documents produced in this litigation, MHC delivered hard copies of the Roper Reports to its employees and instructed its employees to show, but not disseminate, the Roper Reports to customers. Moreover, there are hundreds of other unique documents produced in this litigation which reference the use of comparisons with customers and prospects without identifying their names.

For each customer RCD lost, RCD was damaged in an amount based on the value of that customer's cancelled subscription, the anticipated renewal period, and RCD's incremental margin for renewal accounts. For each prospect RCD lost, RCD was damaged in an amount

based on the value of that prospect's prospective subscription, the anticipated renewal period, and RCD's incremental margin for new accounts.

RCD continues to review the extensive discovery produced in the litigation and reserves the right to supplement further these responses should it identify evidence of additional tortious interference by MHC or additional damage to RCD caused by MHC's tortious interference.

RCD does not, by this response, waive its right to continue to identify additional customers and prospects that it lost to MHC as a result of MHC's misconduct. RCD does not, by this response, waive any additional recovery to which it may be entitled, including but not limited to any multipliers that may apply to the articulated damages (e.g., treble damages), disgorgement, nominal damages, punitive damages, exemplary damages, pre-judgment and post-judgment interest, costs and expenses, or attorney's fees. The figures articulated here relate only to relief RCD seeks from McGraw-Hill, and may not encompass the liability of any John Doe Defendants.

INTERROGATORY NO. 18

State the total amount of profits lost per customer for each of the customers identified in Paragraph 225 of the Amended Complaint. For each customer, state the basis for your computation, including any rebates or discounts offered to the customer, the basis for your belief the customer would have purchased a Reed subscription but for McGraw-Hill's alleged misconduct, the anticipated length of such subscription and any subsequent renewals for which you claim lost profits, and the basis for the estimated subscription and renewal terms. For each customer, also identify the contact person for the customer, the Reed sales representative responsible for the customer, and any individuals with knowledge of soliciting the customer.

RESPONSE TO INTERROGATORY NO. 18:

Subject to and without waiving its General Objections, RCD states that the Expert Damage Report of Frederick R. Warren-Boulton, Ph.D., articulates RCD's price-effect damages. RCD states that, in addition to the damages articulated in the Expert Damage Report of Dr. Warren-Boulton, RCD has been damaged by MHC's tortious interference with RCD's

prospective economic advantage in the form of lost profits from the quantity effect of MHC's misconduct.

RCD states that the answers to all of McGraw-Hill's requests as to the list of prospects found in Paragraph 225 of the Amended Complaint (Paragraph 240 of the Third Amended Complaint [dkt. no. 114]) require examining, compiling, and summarizing business records produced by both RCD and McGraw-Hill in the course of the litigation. The burden of deriving or ascertaining these answers will be substantially the same for either party. Therefore, pursuant to Rule 33(d) of the Federal Rules of Civil Procedure, RCD directs McGraw-Hill and RCD's respective productions of documents during the course of this litigation, which contain relevant information, including emails; Roper Reports; proposals presented to customers and prospects; PowerPoints presented to customers and prospects; Executive Briefs, regional, state, and local comparisons; ad hoc comparisons; "exclusives" comparisons; customer contracts; and financial and customer data produced from both McGraw-Hill and RCD's CRM systems.

The table attached hereto as Exhibit C provides the requested detail as to each prospect identified in Paragraph 225 of the Amended Complaint (Paragraph 240 of the Third Amended Complaint [dkt. no. 114]). It also identifies for these specific prospects identified in the Complaint the forms of misconduct used by MHC according to evidence which has been produced in the litigation.

Based on further evaluation of the evidence produced by MHC in this litigation, RCD has refined its list of specific customers and prospects with whom MHC interfered, damaging RCD's prospective business relationships with those customers and prospects. Although not specifically requested by McGraw-Hill, a list of those customers and prospects, including the year of MHC's misconduct (if available), is attached hereto as Exhibit B.

Inclusion of this list is not intended to limit RCD's damages relating to MHC's misconduct. MHC engaged in a pattern and practice of broadly disseminating misappropriated data in the form of misleading comparisons. Because of this broad dissemination, it would be impossible for RCD to identify every instance in which it was harmed. In addition to the customers and prospects identified in Exhibit B as specified in documents produced in this litigation, MHC delivered hard copies of the Roper Reports to its employees and instructed its employees to show, but not disseminate, the Roper Reports to customers. Moreover, there are hundreds of other unique documents produced in this litigation which reference the use of comparisons with customers and prospects without identifying their names.

For each prospect RCD lost, RCD was damaged in an amount based on the value of that prospect's prospective subscription, the anticipated renewal period, and RCD's incremental margin for new accounts. For each customer RCD lost, RCD was damaged in an amount based on the value of that customer's cancelled subscription, the anticipated renewal period, and RCD's incremental margin for renewal accounts.

RCD continues to review the extensive discovery produced in the litigation and reserves the right to supplement further these responses should it identify evidence of additional tortious interference by MHC or additional damage to RCD caused by MHC's tortious interference. RCD does not, by this response, waive its right to continue to identify additional customers and prospects that it lost to MHC as a result of MHC's misconduct. RCD does not, by this response, waive any additional recovery to which it may be entitled, including but not limited to any multipliers that may apply to the articulated damages (e.g., treble damages), disgorgement, nominal damages, punitive damages, exemplary damages, pre-judgment and post-judgment interest, costs and expenses, or attorney's fees. The figures articulated here relate only to relief

RCD seeks from McGraw-Hill, and may not encompass the liability of any John Doe Defendants.

INTERROGATORY NO. 19

State the total amount of damages you claim to have suffered as “a proximate result of Dodge’s deceptive acts and practices,” as alleged in Paragraph 249 of the Amended Complaint, and the basis for that computation.

RESPONSE TO INTERROGATORY NO. 19:

Subject to and without waiving its General Objections, RCD states that the Expert Damage Report of Frederick R. Warren-Boulton, Ph.D., articulates RCD’s price-effect damages. RCD states that, in addition to the damages articulated in the Expert Damage Report of Dr. Warren-Boulton, RCD was damaged by MHC’s misconduct by the quantity effect of MHC’s misconduct, resulting in lost profits to RCD. The amount and calculation of RCD’s lost profits from quantity effect are detailed in response to Interrogatory Nos. 17 and 18, above. That calculation is expressly incorporated by reference herein.

RCD continues to review the extensive discovery produced in the litigation and reserves the right to supplement further these responses should it identify evidence of additional misconduct by MHC or additional damage to RCD caused by MHC’s misconduct.

RCD does not, by this response, waive any additional recovery to which it may be entitled, including but not limited to any multipliers that may apply to the articulated damages (e.g., treble damages), disgorgement, nominal damages, punitive damages, exemplary damages, pre-judgment and post-judgment interest, costs and expenses, or attorney’s fees. The figures articulated here relate only to relief RCD seeks from McGraw-Hill, and may not encompass the liability of any John Doe Defendants.

INTERROGATORY NO. 20:

State the total amount of losses you claim to have suffered as “a result of [Dodge’s] misconduct,” as alleged in Paragraph 272 of the Amended Complaint, and the basis for that computation.

RESPONSE TO INTERROGATORY NO. 20:

Subject to and without waiving its General Objections, RCD states that the Expert Damage Report of Frederick R. Warren-Boulton, Ph.D., articulates RCD’s price-effect damages. RCD states that, in addition to the damages articulated in the Expert Damage Report of Dr. Warren-Boulton, RCD was damaged by MHC’s misconduct by the quantity effect of MHC’s RICO violations, resulting in lost profits to RCD. The amount and calculation of RCD’s lost profits from quantity effect are detailed in response to Interrogatory Nos. 17 and 18, above. That calculation is expressly incorporated by reference herein.

RCD continues to review the extensive discovery produced in the litigation and reserves the right to supplement further these responses should it identify evidence of additional RICO violations by MHC or additional damage to RCD caused by MHC’s RICO violations.

RCD does not, by this response, waive any additional recovery to which it may be entitled, including but not limited to any multipliers that may apply to the articulated damages (e.g., treble damages), disgorgement, nominal damages, punitive damages, exemplary damages, pre-judgment and post-judgment interest, costs and expenses, or attorney’s fees. The figures articulated here relate only to relief RCD seeks from McGraw-Hill, and may not encompass the liability of any John Doe Defendants.

INTERROGATORY NO. 21

State the total amount of losses you claim to have suffered as “a result of [Dodge’s] participation in the conspiracy,” as alleged in Paragraph 281 of the Amended Complaint, and the basis for that computation.

RESPONSE TO INTERROGATORY NO. 21:

Subject to and without waiving its General Objections, RCD states that the Expert Damage Report of Frederick R. Warren-Boulton, Ph.D., articulates RCD’s price-effect damages. RCD states that, in addition to the damages articulated in the Expert Damage Report of Dr. Warren-Boulton, RCD was damaged by MHC’s conspiracy by the quantity effect of MHC’s misconduct, resulting in lost profits to RCD. The amount and calculation of RCD’s lost profits from quantity effect are detailed in response to Interrogatory Nos. 17 and 18, above. That calculation is expressly incorporated by reference herein.

RCD continues to review the extensive discovery produced in the litigation and reserves the right to supplement further these responses should it identify evidence of MHC’s conspiracy or additional damage to RCD caused by MHC’s conspiracy.

RCD does not, by this response, waive any additional recovery to which it may be entitled, including but not limited to any multipliers that may apply to the articulated damages (e.g., treble damages), disgorgement, nominal damages, punitive damages, exemplary damages, pre-judgment and post-judgment interest, costs and expenses, or attorney’s fees. The figures articulated here relate only to relief RCD seeks from McGraw-Hill, and may not encompass the liability of any John Doe Defendants.

INTERROGATORY NO. 22

State the total amount of damages you claim to have suffered in lost profits and damage to reputation and goodwill as a result of “Dodge’s monopolization of the market for national online subscription services for construction project information,” as alleged in Paragraph 300 of the Amended Complaint, and the basis for that computation.

RESPONSE TO INTERROGATORY NO. 22:

Subject to and without waiving its General Objections, RCD states that the Expert Damage Report of Frederick R. Warren-Boulton, Ph.D., articulates RCD’s price-effect damages. RCD states that, in addition to the damages articulated in the Expert Damage Report of Dr. Warren-Boulton, RCD was damaged by MHC’s misconduct by the quantity effect of MHC’s misconduct, resulting in lost profits to RCD. The amount and calculation of RCD’s lost profits from quantity effect are detailed in response to Interrogatory Nos. 17 and 18, above. That calculation is expressly incorporated by reference herein, with the caveat that only national accounts are included in RCD’s antitrust damages.

RCD continues to review the extensive discovery produced in the litigation and reserves the right to supplement further these responses should it identify evidence of additional antitrust violations by MHC or additional damage to RCD caused by MHC’s antitrust violations.

RCD does not, by this response, waive any additional recovery to which it may be entitled, including but not limited to any multipliers that may apply to the articulated damages (e.g., treble damages), disgorgement, nominal damages, punitive damages, exemplary damages, pre-judgment and post-judgment interest, costs and expenses, or attorney’s fees. The figures articulated here relate only to relief RCD seeks from McGraw-Hill, and may not encompass the liability of any John Doe Defendants.

INTERROGATORY NO. 23

State the total amount of damages you claim to have suffered in lost profits and damage to reputation and goodwill as a result of “Dodge’s attempted monopolization of the market for national online subscription services for construction project information,” as alleged in Paragraph 315 of the Amended Complaint, and the basis for that computation.

RESPONSE TO INTERROGATORY NO. 23:

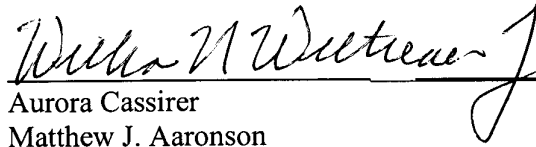
Subject to and without waiving its General Objections, RCD states that the Expert Damage Report of Frederick R. Warren-Boulton, Ph.D., articulates RCD’s price-effect damages. RCD states that, in addition to the damages articulated in the Expert Damage Report of Dr. Warren-Boulton, RCD was damaged by MHC’s attempted monopolization by the quantity effect of MHC’s misconduct, resulting in lost profits to RCD. The amount and calculation of RCD’s lost profits from quantity effect are detailed in response to Interrogatory Nos. 17 and 18, above. That calculation is expressly incorporated by reference herein, with the caveat that only national accounts are included in RCD’s antitrust damages.

RCD continues to review the extensive discovery produced in the litigation and reserves the right to supplement further these responses should it identify evidence of additional attempted monopolization by MHC or additional damage to RCD caused by MHC’s attempted monopolization.

RCD does not, by this response, waive any additional recovery to which it may be entitled, including but not limited to any multipliers that may apply to the articulated damages (e.g., treble damages), disgorgement, nominal damages, punitive damages, exemplary damages, pre-judgment and post-judgment interest, costs and expenses, or attorney’s fees. The figures articulated here relate only to relief RCD seeks from McGraw-Hill, and may not encompass the liability of any John Doe Defendants.

This 1st day of February, 2013.

TROUTMAN SANDERS LLP



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Attorneys for Plaintiff Reed Construction Data Inc.

**Exhibits to Reed Construction Data
Inc.'s First Supplemental Responses to
The McGraw-Hill Companies, Inc.'s
First Set of Interrogatories filed under
seal**

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X	
REED CONSTRUCTION DATA INC.,	: Case No. 09-cv-8578 (JPO)
	: :
Plaintiff,	: :
	: VERIFICATION
v.	: :
	: :
THE MCGRAW-HILL COMPANIES, INC.,	: :
et al.	: :
	: :
Defendants.	: :
-----X	

Personally appeared before me, the undersigned officer, duly authorized to administer oaths, Iain Melville, who, after being duly sworn, deposes and says that he is the Chief Executive Officer of Reed Construction Data Inc. ("RCD"); that he signs this Verification for and on behalf of RCD and is duly authorized to do so; that the information stated in **Plaintiff Reed Construction Data Inc.'s First Supplemental Responses to Defendant The McGraw-Hill Companies, Inc.'s First Set of Interrogatories ("First Supplemental Responses")** is not within the personal knowledge of any one individual at RCD, and has been assembled by authorized employees and counsel for RCD from the records and files kept by RCD in the regular and ordinary course of business, from interviews of appropriate employees of RCD, and based on review of documents produced during litigation and subject to a protective order, some of which he has not personally reviewed pursuant to the protective order; and that the facts stated in **Plaintiff Reed Construction Data Inc.'s First Supplemental Responses** are true and correct to the best of his knowledge, information and belief.

Sworn to and subscribed
before me this 1st day of February, 2013

Cathy Ward
Notary Public

My Commission Expires: 2/17/2015

Iain Melville
Iain Melville



UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X	
REED CONSTRUCTION DATA INC.,	:
	:
Plaintiff,	:
	:
v.	:
	:
THE MCGRAW-HILL COMPANIES, INC.,	:
	:
Defendant.	:
-----X	

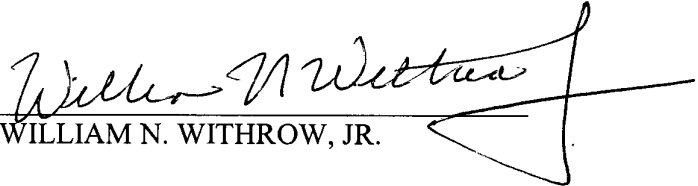
Case No. 09-cv-8578 (JPO)

CERTIFICATE OF SERVICE

I hereby certify that I have served a copy of the within and foregoing *PLAINTIFF REED CONSTRUCTION DATA INC.'S FIRST SUPPLEMENTAL RESPONSES TO DEFENDANT THE MCGRAW-HILL COMPANIES, INC.'S FIRST SET OF INTERROGATORIES* upon the opposing party via Federal Express addressed as follows:

Saul B. Shapiro
Michelle Waller Cohen
Joshua Aaron Goldberg
James Luke Kerwin
Patterson Belknap Webb & Tyler LLP
1133 Avenue of the Americas
New York, NY 10036

This 1st day of February, 2013.


WILLIAM N. WITHROW, JR.

TROUTMAN SANDERS LLP
600 Peachtree Street, N.E.
Suite 5200, Bank of America Plaza
Atlanta, GA 30308-2216
(404) 885-3000 (voice)
(404) 885-3996 (facsimile)

EXHIBIT 146

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X	
REED CONSTRUCTION DATA INC.,	: Case No. 09-cv-8578 (JPO)
	:
Plaintiff,	: PLAINTIFF REED CONSTRUCTION
	: DATA, INC.’s SECOND
v.	: SUPPLEMENTAL RESPONSES AND
	: OBJECTIONS TO DEFENDANT
	: THE MCGRAW-HILL COMPANIES,
THE MCGRAW-HILL COMPANIES, INC.;	: INC.’S FIRST SET OF
JOHN DOES One through Five; and	: INTERROGATORIES
JOHN DOE ENTITIES One through Five,	:
	:
Defendants.	:
-----X	

Plaintiff Reed Construction Data Inc. (“RCD”) hereby supplements its objections and responses to Defendant The McGraw-Hill Companies, Inc.’s (“McGraw-Hill’s”) First Set of Interrogatories (“McGraw-Hill’s First Interrogatories”). RCD incorporates by reference herein its preliminary statement and General Objections in initial response to McGraw-Hill’s First Interrogatories, as well as responses and first supplemental responses to McGraw-Hill’s First Interrogatories, to the extent they are not contradicted by the information that follows.

SECOND SUPPLEMENTAL RESPONSES TO INTERROGATORY NOS. 14-23

INTERROGATORY NO. 14

State the total amount of damages you claim to have suffered as “a proximate result of Defendants’ misrepresentations through Lorenz, Lewin, and certain of the John Doe Defendants,” as alleged in Paragraph 155 of the Amended Complaint, and the basis for that computation.

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This figure does not include any pre- or post-judgment interest, exemplary damages, multipliers, attorney's fees, costs, or other amounts to which RCD may be entitled.

This figure was computed based on the number of McGraw-Hill or MHC representatives, employees, agents, or contractors that directly or indirectly fraudulently accessed RCD's proprietary data as maintained in the Reed Connect database each year during the years 2002 to 2009, inclusive, and the annual cost of access to the Reed Connect database, including individual license costs. Individuals from third party organizations were presumed to require a separate data contract. Based on RCD's review of the evidence produced by MHC, RCD believes MHC had access to Reed's Connect database or its predecessor systems from 2002 to 2009 through wrongful access of a third party's subscription. Thus, for 2002 to 2009 inclusive, RCD was damaged in an amount equal to the cost of an annual subscription plus seat licenses for all those who wrongfully received Connect data each year. RCD has determined that no fewer than the following number of MHC employees, agents, or contractors directly or indirectly fraudulently accessed RCD's propriety data each year: 2002: 101; 2003: 328; 2004: 192; 2005: 155; 2006: 185; 2007: 291; 2008: 248; 2009: 133. Accordingly, RCD was damaged by MHC's fraud for the cost of annual subscriptions in an amount no less than \$494,390.45 plus an amount no less than \$979,800.00 in seat licenses for those subscriptions.

Moreover, RCD has reason to believe that MHC made RCD's confidential and proprietary data, which MHC obtained through its fraud, available to all of its employees via the company intranet system. For each year in which MHC made RCD's wrongfully acquired data available to all its employees, RCD was harmed by the lost licensing fees for the total number of MHC employees who had access to the intranet system.

The evidence also shows that MHC shared its wrongful access with another third party, GfK / Roper, between 2002 and 2008. Thus, for 2002 to 2008, inclusive, RCD was further damaged in an amount equal to the cost of an annual subscription plus at least one seat license. Accordingly, RCD was damaged by MHC's fraud for the cost of annual subscriptions in an amount no less than \$438,327.79 plus an amount no less than \$4,200.00 in seat licenses for those subscriptions.

MHC's fraud also resulted in lost profits to RCD from the quantity effect of MHC's conduct. The amount and calculation of RCD's lost profits from quantity effect are detailed in response to Interrogatory Nos. 17 and 18, below. That calculation is expressly incorporated by reference herein.

RCD does not, by this response, waive any additional recovery to which it may be entitled, including but not limited to any multipliers that may apply to the articulated damages (e.g., treble damages), disgorgement, nominal damages, punitive damages, exemplary damages, pre-judgment and post-judgment interest, costs and expenses, or attorney's fees. The figures articulated here relate only to relief RCD seeks from McGraw-Hill, and may not encompass the liability of any John Doe Defendants. RCD reserves its rights to supplement further these responses if warranted.

INTERROGATORY NO. 15

State the total amount of damages you claim to have suffered as "a proximate result of Dodge's misappropriation of [your] trade secret or confidential information," as alleged in Paragraphs 175 and 190 of the Amended Complaint, and the basis for that computation.

RESPONSE TO INTERROGATORY NO. 15:

Subject to and without waiving its General Objections, RCD states that the Expert Damage Report of Frederick R. Warren-Boulton, Ph.D., articulates RCD's price-effect damages. RCD states that, in addition to the damages articulated in the Expert Damage Report of Dr.

Warren-Boulton, RCD was damaged by MHC's misappropriation of RCD's trade secrets and misappropriation of RCD's confidential information by the quantity effect of MHC's misappropriation, resulting in lost profits to RCD. The amount and calculation of RCD's lost profits from quantity effect are detailed in response to Interrogatory Nos. 17 and 18, below. That calculation is expressly incorporated by reference herein. MHC was further damaged in an amount equal to the number of individuals who gained access to RCD's proprietary data, either directly or indirectly, based on lost contract revenue and licensing fees. The amount and calculation of RCD's lost revenue are detailed in response to Interrogatory No. 14, above. That calculation is expressly incorporated by reference herein.

RCD does not, by this response, waive any additional recovery to which it may be entitled, including but not limited to any multipliers that may apply to the articulated damages (e.g., treble damages), disgorgement, nominal damages, punitive damages, exemplary damages, pre-judgment and post-judgment interest, costs and expenses, or attorney's fees. The figures articulated here relate only to relief RCD seeks from McGraw-Hill, and may not encompass the liability of any John Doe Defendants. RCD reserves its rights to supplement further these responses if warranted.

INTERROGATORY NO. 16

State the total amount of damages you claim to have suffered as "a proximate result of Dodge's unfair competition," as alleged in Paragraph 205 of the Amended Complaint, and the basis for that computation.

RESPONSE TO INTERROGATORY NO. 16:

Subject to and without waiving its General Objections, RCD states that the Expert Damage Report of Frederick R. Warren-Boulton, Ph.D., articulates RCD's price-effect damages. RCD states that, in addition to the damages articulated in the Expert Damage Report of Dr. Warren-Boulton, RCD was damaged by MHC's unfair competition by the quantity effect of

MHC's misappropriation, resulting in lost profits to RCD. The amount and calculation of RCD's lost profits from quantity effect are detailed in response to Interrogatory Nos. 17 and 18, below. That calculation is expressly incorporated by reference herein.

RCD does not, by this response, waive any additional recovery to which it may be entitled, including but not limited to any multipliers that may apply to the articulated damages (e.g., treble damages), disgorgement, nominal damages, punitive damages, exemplary damages, pre-judgment and post-judgment interest, costs and expenses, or attorney's fees. The figures articulated here relate only to relief RCD seeks from McGraw-Hill, and may not encompass the liability of any John Doe Defendants. RCD reserves its rights to supplement further these responses if warranted.

INTERROGATORY NO. 17

State the total amount of profits lost per customer for each of the customers identified in Paragraph 211 of the Amended Complaint. For each customer, state the basis for your computation, including any rebates or discounts offered to the customer, the dates on which each customer subscribed to a Reed service, the fees that each customer paid to Reed, the basis for your belief that the customer would have renewed its Reed subscription but for McGraw-Hill's alleged misconduct, the anticipated length of such renewal, and the basis for the estimated renewal term. For each customer, also identify the contact person for the customer, the Reed sales representative responsible for the customer, and any individuals with the knowledge of the customer's account.

RESPONSE TO INTERROGATORY NO. 17:

Subject to and without waiving its General Objections, RCD states that the Expert Damage Report of Frederick R. Warren-Boulton, Ph.D., articulates RCD's price-effect damages. RCD states that, in addition to the damages articulated in the Expert Damage Report of Dr. Warren-Boulton, RCD has been damaged by MHC's tortious interference with RCD's prospective economic advantage in the form of lost profits from the quantity effect of MHC's misconduct.

Counsel for RCD used information provided in discovery to generate a list of companies subjected to MHC's misconduct as described in the Third Amended Complaint. This list was previously produced as Exhibit B to RCD's First Supplemental Responses to The McGraw-Hill Companies, Inc.'s First Set of Interrogatories and identifies more than 1,400 companies subjected to MHC's misconduct. Counsel for RCD compared the information in the list of customers subjected to MHC misconduct to cancellations, as well as the extracts of MHC's and RCD's respective customer contract information systems¹ and other documents produced during the litigation.

Through the review described above, counsel for RCD sought to identify companies for which the following elements could be established. The company:

(1) was involved in a pre-existing business relationship with RCD in the form of an existing subscription agreement;

(2) was subjected to MHC's misconduct through the use of information gained through wrongful access to RCD's proprietary data in the course of MHC's sales process;²

(3) was subjected to MHC's misconduct during the existence of the customer's business relationship with RCD;

(4) ended or reduced its RCD subscription after being subjected to MHC's misconduct, either by cancelling its RCD subscription, permitting its RCD subscription to lapse, or reducing the extent of its RCD subscription; and

¹ The extracts of subscription data from MHC's and RCD's respective customer contract information systems can be found at RCD25061637-38, RCD25061645, RCD25061753, RCD25061758-69, and MHC09203654.

² Documents establishing MHC's misconduct as to the customers and prospects as to which RCD claims quantity effect damages are identified in Exhibit 2.

(5) entered into or continued a business relationship with MHC in the form of a subscription agreement after MHC's misconduct and around the time it terminated or reduced its RCD subscription.

Companies that counsel for RCD has identified that met all of the elements described above and for which quantity effect damages have been calculated are identified on Exhibit 1.

For each customer on Exhibit 1, RCD has identified the value of the subscription RCD lost due to MHC's misconduct as well as the basis for the valuation. In most instances, this figure is based on the value identified at RCD06040588 (Defense Exhibit 368). This figure was then verified against RCD scanned contracts, produced at RCD24530249-RCD25053466. In certain limited cases, other documents produced in the litigation were relied upon to identify the value of a customer's subscription; for example, where RCD proposed a lower subscription price for a renewal than it had previously offered, the lower proposed renewal price was used as the lost subscription value rather than the higher previous subscription price.³ The basis for identifying each customer's subscription value is identified in Exhibit 1.

RCD has assumed that it lost each customer for one subscription term. If the previous RCD subscription term was two years or greater, RCD assumed a subscription term of one year. Lost profit was calculated by multiplying the subscription value times the subscription term times incremental margin for existing customers of 85%.

MHC engaged in a pattern and practice of broadly disseminating misappropriated data in the form of misleading comparisons. Because of this broad dissemination, it would be impossible for RCD to identify every instance in which it was harmed. RCD has previously identified, in its first supplemental interrogatory responses, hundreds of customers and prospects

³ Documents relied upon in establishing subscription values are identified in Exhibit 3.

subjected to MHC's misconduct, as identified through documents produced in this litigation. MHC delivered hard copies of the Roper Reports to its employees and instructed its employees to show, but not disseminate, the Roper Reports to customers. Moreover, there are hundreds of unique documents produced in this litigation that reference the use of comparisons with customers and prospects without identifying their names. Accordingly, the customers identified and evidence cited in Exhibits 1, 2 and 3 do not constitute the totality of customers or evidence relevant to RCD's claims and defenses.

RCD does not, by this response, waive any additional recovery to which it may be entitled, including but not limited to any multipliers that may apply to the articulated damages (e.g., treble damages), disgorgement, nominal damages, punitive damages, exemplary damages, pre-judgment and post-judgment interest, costs and expenses, or attorney's fees. The figures articulated here relate only to relief RCD seeks from McGraw-Hill, and may not encompass the liability of any John Doe Defendants. RCD reserves its rights to supplement further these responses if warranted.

INTERROGATORY NO. 18

State the total amount of profits lost per customer for each of the customers identified in Paragraph 225 of the Amended Complaint. For each customer, state the basis for your computation, including any rebates or discounts offered to the customer, the basis for your belief the customer would have purchased a Reed subscription but for McGraw-Hill's alleged misconduct, the anticipated length of such subscription and any subsequent renewals for which you claim lost profits, and the basis for the estimated subscription and renewal terms. For each customer, also identify the contact person for the customer, the Reed sales representative responsible for the customer, and any individuals with knowledge of soliciting the customer.

RESPONSE TO INTERROGATORY NO. 18:

Subject to and without waiving its General Objections, RCD states that the Expert Damage Report of Frederick R. Warren-Boulton, Ph.D., articulates RCD's price-effect damages. RCD states that, in addition to the damages articulated in the Expert Damage Report of Dr.

Warren-Boulton, RCD has been damaged by MHC's tortious interference with RCD's prospective economic advantage in the form of lost profits from the quantity effect of MHC's misconduct.

Counsel for RCD used information provided in discovery to generate a list of companies subjected to MHC's misconduct as described in the Third Amended Complaint. This list was previously produced as Exhibit B to RCD's First Supplemental Responses to The McGraw-Hill Companies, Inc.'s First Set of Interrogatories and identifies more than 1,400 companies subjected to MHC's misconduct. Counsel for RCD compared the information in the list of customers subjected to MHC misconduct to the extracts of MHC's and RCD's respective customer contract information systems⁴ and other documents produced during the litigation.

Through the review described above, counsel for RCD sought to identify companies for which the following elements could be established. The company:

(1) was involved in a pre-existing business relationship with RCD in the form of an ongoing discussion regarding establishing a subscription agreement;

(2) was subjected to MHC's misconduct through the use of information gained through wrongful access to RCD's proprietary data in the course of MHC's sales process;⁵

(3) was subjected to MHC's misconduct during the existence of the prospect's business relationship with RCD;

⁴ The extracts of pricing data from MHC's and RCD's respective customer contract information systems can be found at RCD25061637-38, RCD25061645, RCD25061753, RCD61758-69, and MHC09203654.

⁵ Documents establishing MHC's misconduct relating to the customers and prospects as to which RCD claims quantity effect damages are identified in Exhibit 2.

(4) ended its business relationship with RCD after being subjected to MHC's misconduct by declining to execute an RCD subscription or cancelling a new RCD subscription during the initial subscription term; and

(5) entered into or continued a business relationship with MHC in the form of a subscription agreement after MHC's misconduct.

Companies that counsel for RCD has identified that met all of the elements described above and for which quantity effect damages have been calculated are identified on Exhibit 4.

For each prospect on Exhibit 4, RCD has identified the value of the subscription RCD lost due to MHC's misconduct as well as the basis for the valuation. In most instances, this figure is based on the value of the last identified proposal RCD made to the prospect. In certain limited cases, other documents produced in the litigation were relied upon to identify the value of a prospect's subscription; for example, an actual prior or subsequent subscription value may have been used where no proposal value was available. The basis for identifying each prospect's subscription value is identified in Exhibit 4.⁶ RCD assumed it lost each prospect for a one year subscription term. Lost profit was calculated by multiplying the subscription value times the subscription term times incremental margin for new customers of 70%.

MHC engaged in a pattern and practice of broadly disseminating misappropriated data in the form of misleading comparisons. Because of this broad dissemination, it would be impossible for RCD to identify every instance in which it was harmed. RCD has previously identified, in its first supplemental interrogatory responses, hundreds of customers and prospects subjected to MHC's misconduct, as identified through documents produced in this litigation. MHC delivered hard copies of the Roper Reports to its employees and instructed its employees

⁶ Documents relied upon in establishing subscription values are identified in Exhibit 3.

to show, but not disseminate, the Roper Reports to customers. Moreover, there are hundreds of unique documents produced in this litigation which reference the use of comparisons with customers and prospects without identifying their names. Accordingly, the prospects identified and evidence cited in Exhibits 1, 2, 3, and 4 do not constitute the totality of prospects or evidence relevant to RCD's claims and defenses.

RCD does not, by this response, waive any additional recovery to which it may be entitled, including but not limited to any multipliers that may apply to the articulated damages (e.g., treble damages), disgorgement, nominal damages, punitive damages, exemplary damages, pre-judgment and post-judgment interest, costs and expenses, or attorney's fees. The figures articulated here relate only to relief RCD seeks from McGraw-Hill, and may not encompass the liability of any John Doe Defendants. RCD reserves its rights to supplement further these responses if warranted.

INTERROGATORY NO. 19

State the total amount of damages you claim to have suffered as "a proximate result of Dodge's deceptive acts and practices," as alleged in Paragraph 249 of the Amended Complaint, and the basis for that computation.

RESPONSE TO INTERROGATORY NO. 19:

Subject to and without waiving its General Objections, RCD states that the Expert Damage Report of Frederick R. Warren-Boulton, Ph.D., articulates RCD's price-effect damages. RCD states that, in addition to the damages articulated in the Expert Damage Report of Dr. Warren-Boulton, RCD was damaged by MHC's misconduct by the quantity effect of MHC's misconduct, resulting in lost profits to RCD. The amount and calculation of RCD's lost profits from quantity effect are detailed in response to Interrogatory Nos. 17 and 18, above. That calculation is expressly incorporated by reference herein.

RCD does not, by this response, waive any additional recovery to which it may be entitled, including but not limited to any multipliers that may apply to the articulated damages (e.g., treble damages), disgorgement, nominal damages, punitive damages, exemplary damages, pre-judgment and post-judgment interest, costs and expenses, or attorney's fees. The figures articulated here relate only to relief RCD seeks from McGraw-Hill, and may not encompass the liability of any John Doe Defendants. RCD reserves its rights to supplement further these responses if warranted.

INTERROGATORY NO. 20:

State the total amount of losses you claim to have suffered as "a result of [Dodge's] misconduct," as alleged in Paragraph 272 of the Amended Complaint, and the basis for that computation.

RESPONSE TO INTERROGATORY NO. 20:

Subject to and without waiving its General Objections, RCD states that the Expert Damage Report of Frederick R. Warren-Boulton, Ph.D., articulates RCD's price-effect damages. RCD states that, in addition to the damages articulated in the Expert Damage Report of Dr. Warren-Boulton, RCD was damaged by MHC's misconduct by the quantity effect of MHC's RICO violations, resulting in lost profits to RCD. The amount and calculation of RCD's lost profits from quantity effect are detailed in response to Interrogatory Nos. 17 and 18, above. That calculation is expressly incorporated by reference herein.

RCD does not, by this response, waive any additional recovery to which it may be entitled, including but not limited to any multipliers that may apply to the articulated damages (e.g., treble damages), disgorgement, nominal damages, punitive damages, exemplary damages, pre-judgment and post-judgment interest, costs and expenses, or attorney's fees. The figures articulated here relate only to relief RCD seeks from McGraw-Hill, and may not encompass the

liability of any John Doe Defendants. RCD reserves its rights to supplement further these responses if warranted.

INTERROGATORY NO. 21

State the total amount of losses you claim to have suffered as “a result of [Dodge’s] participation in the conspiracy,” as alleged in Paragraph 281 of the Amended Complaint, and the basis for that computation.

RESPONSE TO INTERROGATORY NO. 21:

Subject to and without waiving its General Objections, RCD states that the Expert Damage Report of Frederick R. Warren-Boulton, Ph.D., articulates RCD’s price-effect damages. RCD states that, in addition to the damages articulated in the Expert Damage Report of Dr. Warren-Boulton, RCD was damaged by MHC’s conspiracy by the quantity effect of MHC’s misconduct, resulting in lost profits to RCD. The amount and calculation of RCD’s lost profits from quantity effect are detailed in response to Interrogatory Nos. 17 and 18, above. That calculation is expressly incorporated by reference herein.

RCD does not, by this response, waive any additional recovery to which it may be entitled, including but not limited to any multipliers that may apply to the articulated damages (e.g., treble damages), disgorgement, nominal damages, punitive damages, exemplary damages, pre-judgment and post-judgment interest, costs and expenses, or attorney’s fees. The figures articulated here relate only to relief RCD seeks from McGraw-Hill, and may not encompass the liability of any John Doe Defendants. RCD reserves its rights to supplement further these responses if warranted.

INTERROGATORY NO. 22

State the total amount of damages you claim to have suffered in lost profits and damage to reputation and goodwill as a result of “Dodge’s monopolization of the market for national online subscription services for construction project information,” as alleged in Paragraph 300 of the Amended Complaint, and the basis for that computation.

RESPONSE TO INTERROGATORY NO. 22:

Subject to and without waiving its General Objections, RCD states that the Expert Damage Report of Frederick R. Warren-Boulton, Ph.D., articulates RCD’s price-effect damages. RCD states that, in addition to the damages articulated in the Expert Damage Report of Dr. Warren-Boulton, RCD was damaged by MHC’s misconduct by the quantity effect of MHC’s misconduct, resulting in lost profits to RCD. The amount and calculation of RCD’s lost profits from quantity effect are detailed in response to Interrogatory Nos. 17 and 18, above. That calculation is expressly incorporated by reference herein, with the caveat that only national accounts are included in RCD’s antitrust damages. Exhibits 1 and 2 specifically identify customers and prospects identified as national accounts, and provide separate subtotals for national accounts. National accounts are defined as those customers or prospective customers of construction project subscriptions providing information in fifty states.

RCD does not, by this response, waive any additional recovery to which it may be entitled, including but not limited to any multipliers that may apply to the articulated damages (e.g., treble damages), disgorgement, nominal damages, punitive damages, exemplary damages, pre-judgment and post-judgment interest, costs and expenses, or attorney’s fees. The figures articulated here relate only to relief RCD seeks from McGraw-Hill, and may not encompass the liability of any John Doe Defendants. RCD reserves its rights to supplement further these responses if warranted.

INTERROGATORY NO. 23

State the total amount of damages you claim to have suffered in lost profits and damage to reputation and goodwill as a result of “Dodge’s attempted monopolization of the market for national online subscription services for construction project information,” as alleged in Paragraph 315 of the Amended Complaint, and the basis for that computation.

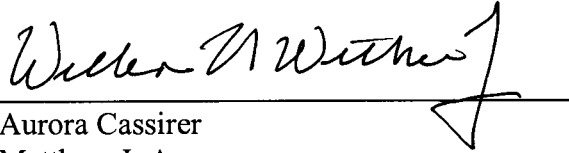
RESPONSE TO INTERROGATORY NO. 23:

Subject to and without waiving its General Objections, RCD states that the Expert Damage Report of Frederick R. Warren-Boulton, Ph.D., articulates RCD’s price-effect damages. RCD states that, in addition to the damages articulated in the Expert Damage Report of Dr. Warren-Boulton, RCD was damaged by MHC’s attempted monopolization by the quantity effect of MHC’s misconduct, resulting in lost profits to RCD. The amount and calculation of RCD’s lost profits from quantity effect are detailed in response to Interrogatory Nos. 17 and 18, above. That calculation is expressly incorporated by reference herein, with the caveat that only national accounts are included in RCD’s antitrust damages. Exhibits 1 and 2 specifically identify customers and prospects identified as national accounts, and provide separate subtotals for national accounts. National accounts are defined as those customers or prospective customers of construction project subscriptions providing information in fifty states.

RCD does not, by this response, waive any additional recovery to which it may be entitled, including but not limited to any multipliers that may apply to the articulated damages (e.g., treble damages), disgorgement, nominal damages, punitive damages, exemplary damages, pre-judgment and post-judgment interest, costs and expenses, or attorney’s fees. The figures articulated here relate only to relief RCD seeks from McGraw-Hill, and may not encompass the liability of any John Doe Defendants. RCD reserves its rights to supplement further these responses if warranted.

This 1st day of March, 2013.

TROUTMAN SANDERS LLP

A handwritten signature in black ink, appearing to read "William N. Withrow, Jr.", written over a horizontal line.

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Attorneys for Plaintiff Reed Construction Data Inc.

**Exhibits to Reed Construction Data
Inc.'s Second Supplemental Responses
to The McGraw-Hill Companies,
Inc.'s First Set of Interrogatories filed
under seal**

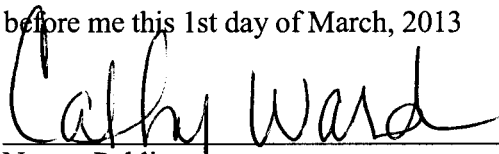
UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X		
REED CONSTRUCTION DATA INC.,	:	Case No. 09-cv-8578 (JPO)
	:	
Plaintiff,	:	
	:	VERIFICATION
v.	:	
	:	
THE MCGRAW-HILL COMPANIES, INC.,	:	
et al.	:	
	:	
Defendants.	:	
-----X		

Personally appeared before me, the undersigned officer, duly authorized to administer oaths, Iain Melville, who, after being duly sworn, deposes and says that he is the Chief Executive Officer of Reed Construction Data Inc. ("RCD"); that he signs this Verification for and on behalf of RCD and is duly authorized to do so; that the information stated in **Plaintiff Reed Construction Data Inc.'s Second Supplemental Responses to Defendant The McGraw-Hill Companies, Inc.'s First Set of Interrogatories ("Second Supplemental Responses")** is not within the personal knowledge of any one individual at RCD, and has been assembled by authorized counsel for RCD based on interviews of appropriate employees of RCD and counsel's review of documents produced during litigation; and that the facts stated in **RCD's Second Supplemental Responses** are true and correct to the best of his knowledge, information and belief.


Iain Melville

Sworn to and subscribed
before me this 1st day of March, 2013


Cathy Ward
Notary Public

My Commission Expires: 2/17/2015



UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

REED CONSTRUCTION DATA INC.,

Plaintiff,

V.

THE MCGRAW-HILL COMPANIES, INC.,

Defendant.

Case No. 09-cv-8578 (JPO)

CERTIFICATE OF SERVICE

I hereby certify that I have served a copy of the within and foregoing *PLAINTIFF REED CONSTRUCTION DATA INC. 'S SECOND SUPPLEMENTAL RESPONSES TO DEFENDANT THE MCGRAW-HILL COMPANIES, INC. 'S FIRST SET OF INTERROGATORIES* upon the opposing party via Federal Express addressed as follows:

Saul B. Shapiro
Michelle Waller Cohen
Joshua Aaron Goldberg
James Luke Kerwin
Patterson Belknap Webb & Tyler LLP
1133 Avenue of the Americas
New York, NY 10036

This 1st day of March, 2013.

William N Withrow
WILLIAM N. WITHROW, JR.

TROUTMAN SANDERS LLP
600 Peachtree Street, N.E.
Suite 5200, Bank of America Plaza
Atlanta, GA 30308-2216
(404) 885-3000 (voice)
(404) 885-3996 (facsimile)

EXHIBITS 147-152

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EXHIBIT 153



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National Technical Administrator
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EXHIBITS 154-162

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EXHIBIT 163



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Strengthen your market position with Dodge MarketShare™, Dodge BuildShare® and Dodge SpecShare®

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Dodge Monthly Outlook

June Construction Settles Back One Percent

NEW YORK – July 22, 2013

New construction starts in June receded 1% to a seasonally adjusted annual rate of \$489.5 billion, according to McGraw Hill Construction, a division of McGraw Hill Financial. Nonresidential building lost momentum in June after strengthening during the previous two months, and housing experienced a pause from its recent upward trend. [More](#)

 Learn More About Dodge, Call: 877.903.1907



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